

Dr. Martin Luther King, Jr. Call 2 Serve Contest
Video Copyright Transfer Agreement and Release (“Agreement”)

*One Agreement must be completed for each classroom video submitted.

The undersigned hereby transfers and assigns to the Iowa Department of Human Rights all rights under state, federal, or international copyright law, including 17 U.S.C., relating to the reproduction, preparation of derivative works, modification, distribution, performance, public display, and, in the case of related sound recordings, performance by means of digital audio transmission, for the enclosed video.

The undersigned represents, warrants, and covenants that all persons appearing in the enclosed video have signed the Dr. Martin Luther King, Jr. Call 2 Serve Contest Consent, Waiver, and Release form. The undersigned further represents, warrants, and covenants that, with respect to the enclosed video: (i) the undersigned has the right to submit the video to the Iowa Department of Human Rights and grant the licenses set forth above; (ii) neither the State of Iowa, nor the Iowa Department of Human Rights will not need to obtain licenses from any third party or pay any royalties to any third party should it, in whole or in part, reproduce, prepare derivative works based on, modify, distribute, perform, publicly display, or, in the case of related sound recordings, perform by means of digital audio transmission, the enclosed video; (iii) the enclosed video and any related content does not infringe any third party’s rights, including intellectual property rights, such as copyright.

The undersigned agrees to indemnify and hold harmless the State of Iowa, the Iowa Department of Human Rights, and any employees of the State of Iowa, from and against any and all first-party and third-party claims, actions, suits, liabilities, losses, settlements, liabilities, damages, demands, judgements, costs, or expenses (including the reasonable value of time of the Iowa Attorney General’s Office and any reasonable attorney’s fees and other litigation costs and expenses incurred by the State of Iowa, the Iowa Department of Human Rights, or any employees of the State of Iowa) resulting from or arising out of: (i) undersigned’s participation in the video contest, regardless of whether such damage or harm is caused in whole or in part by the negligence or other fault of any of the released parties; (ii) any breach of any term or condition of this Agreement by or on behalf of undersigned, including, the furnishing or making of any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or misleading; (iii) the infringement of any state, federal, or international patent or copyright of any third party, or the misappropriation of any trade secret.

I represent that I have the right, capacity, and authority to enter into this Agreement on behalf the school and classroom identified below.

Name of school/classroom: _____

Printed name

Position

Signature

Date